

Contract no. 888

A G R E E M E N T

Between

THE COUNTY OF UNION

And

P.B.A. LOCAL UNION NO. 73

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EFFECTIVE: January 1, 1990 through December 31, 1992

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## I N D E X

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	PREAMBLE	1
1.	RECOGNITION	1
2.	MANAGEMENT FUNCTION AND RIGHTS	2
3.	PAYROLL DEDUCTION OF P.B.A. DUES	4
4.	AGENCY SHOP	5
5.	SALARIES	6
6.	LONGEVITY	8
7.	VACATIONS	9
8.	HOURS OF WORK	12
9.	SICK LEAVE	16
10.	NO STRIKE OR LOCKOUTS	26
11.	GRIEVANCE PROCEDURE	27
12.	HOLIDAYS	31
13.	PERSONAL BUSINESS AND RELIGIOUS LEAVE	34
14.	JURY DUTY	35
15.	DEATH IN FAMILY	36
16.	SAVINGS CLAUSE	36
17.	BULLETIN BOARD AND UNION REPRESENTATIVE	36
18.	ON THE JOB INJURY	39
19.	UNIFORMS	41
20.	SHIFT DIFFERENTIAL	43
21.	INSURANCE	44
22.	EMPLOYMENT RIGHTS	46
23.	MISCELLANEOUS	46
24.	DURATION	47

## **AGREEMENT**

### **PREAMBLE**

This Agreement made this       day of       ,       ,  
by and between THE COUNTY OF UNION, hereinafter called  
"Employer" and P.B.A. Local No. 73, hereinafter called the  
"P.B.A.", on behalf of its members who are employed by the  
County of Union.

### **WITNESSETH**

WHEREAS, the parties have carried on collective  
negotiations for the purpose of developing a contract covering  
wages, hours of work and other conditions of employment:

NOW, THEREFORE, in consideration of the premises and  
mutual agreements herein contained, the parties hereto agree  
with each other in respect to the employees of the Employer  
recognized as being represented by the P.B.A. as follows:

### **ARTICLE 1**

#### **RECOGNITION**

Section 1. The Employer hereby recognizes the  
Policemen's Benevolent Association, Local No. 73 as the  
exclusive negotiating representative for a bargaining unit  
consisting of all patrolmen employed by the County, including  
detective patrolmen, but excluding the Chief of County Police,

captains, lieutenants, sergeants, other non-uniformed personnel, craftsmen, professional employees, supervisors within the meaning of the Public Employment Relations Act, and other employees of the County of Union.

## ARTICLE 2

### MANAGEMENT FUNCTIONS AND RIGHTS

Section 1. The P.B.A. recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Employer. All of the rights, powers, prerogatives and authority possessed by the Employer prior to the signing of this Agreement are retained exclusively by the Employer.

Section 2. Whenever the term "Employer", "Department Head", "Director of Police" or "Supervisor" shall be used throughout this Agreement, it shall mean and include the "County Board of Freeholders", the "Director of Public Safety" and/or their designee, as specifically may be provided in N.J.S.A. 40:41A-45 et seq. or the Administrative Code of the County of Union. The "Director of Public Safety" may be hereinafter referred to as the "Director of Police", or the "Director of the County Police".

Section 3. The County Board of Freeholders, the County Manager or other designees hereby retain and reserve unto themselves, without limitation, all powers, rights,

authority, duties and responsibilities conferred and vested in any of them by the Laws of the State of New Jersey, the Constitution of the State of New Jersey and the Constitution of the United States of America, including but without limitation of the following rights, privileges and functions:

(a) The executive management and administrative control of the County of Union, a body politic, and its properties and facilities and the activities of its employees related to their employment.

(b) The right to hire all employees and subject to existing Civil Service rules and regulations to determine their qualifications and the conditions for their continued employment or their dismissal, or demotion, and to promote and transfer all such employees.

(c) The right to determine schedules of work and the duties, responsibilities and assignments of all employees with respect thereto, except as may be modified by this Agreement. This right shall not be used as a form of discipline directed against any employee.

Section 4. The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board of Freeholders, the County Manager or other designees, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be in conformance with N.J.S.A.

34:13A-5.3 et seq., other New Jersey Statutes, the Constitution of the State of New Jersey, and the Constitution of the United States.

Section 5. Nothing contained herein shall be considered to deny or restrict the Board of Freeholders, the County Manager or other designees, of their rights, responsibilities and authority under title 40 and 40A, or any other state laws or regulations as they pertain to County Manager form of government. Further, nothing contained herein shall be considered to deny or restrict P.B.A. Local No. 73 or its members their rights, responsibilities and authority under Title 34:13A-1 et seq., or any other State or Federal laws as they apply to collective negotiations and employee rights.

### ARTICLE 3

#### PAYROLL DEDUCTION OF P.B.A. DUES

Section 1. The Employer agrees to deduct from the salaries of each employee who is a member of the P.B.A., under terms of this Agreement, dues for P.B.A. Local No. 73, when same is authorized in writing by each such P.B.A. member. Individual authorization forms shall be filed by the P.B.A. with appropriate business office of the Employer.

#### ARTICLE 4

##### AGENCY SHOP

Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses (including reasonable attorneys'

fees) in any matter resulting from action taken by the Employer at the request of the Union under this Article.

## ARTICLE 5

### SALARIES

Section 1. Effective January 1, 1990, all employees who are in the employ of the Employer on the date of the Interest Arbitration Award (December 13, 1990) or who retired with pension during 1990, and who are covered by the terms of this Agreement shall receive annual salaries in accordance with the following salary schedule:

<u>Classification</u>	<u>Rate</u>
Probationary Employee	\$25,929
Patrolman - 1st Step	27,182
Patrolman - 2nd Step	28,308
Patrolman - 3rd Step	29,436
Patrolman - 4th Step	30,564
Patrolman - 5th Step	31,691
Patrolman - 6th Step	34,284
Patrolman Detective	35,182 <i>Mc 9/1</i>

Section 2. Effective January 1, 1991, all employees covered by the terms of this Agreement shall receive annual salaries in accordance with the following schedule:



<u>Classification</u>	<u>Rate</u>
Probationary Patrolman	\$27,614
Patrolman - 1st Step	28,949
Patrolman - 2nd Step	30,148
Patrolman - 3rd Step	31,349
Patrolman - 4th Step	32,551
Patrolman - 5th Step	36,512
Patrolman Detective	37, <del>575</del> <sup>469</sup> <i>McG.</i>

Section 3. Effective January 1, 1992, all employees covered by the terms of this Agreement shall receive annual salaries in accordance with the following schedule:

<u>Classification</u>	<u>Rate</u>
Probationary Patrolman	\$29,409
Patrolman - 1st Step	30,831
Patrolman - 2nd Step	32,108
Patrolman - 3rd Step	33,387
Patrolman - 4th Step	34,667
Patrolman - 5th Step	38,885
Patrolman Detective	39, <del>617</del> <sup>904</sup> <i>McG.</i>

Section 4.

ADJUSTMENTS IN RATES OF PAY:

(a) Employees who have more than one (1) year of service in their classification and who posssss an anniversary date of employment or promotion bstwssn January 1 and June 30 shall rscsivs thsir salary increments as of January 1 of each year of the contract.

(b) Employees who have more than one (1) year of service in their classification and who possess an anniversary date of employment or promotion between July 1 and December 31 shall receive their salary incremsnts as of July 1 of each year of the contract.

ARTICLE 6

LONGEVITY

Section 1. During the life of this Agreement, all employees covered by this Agreement shall be entitled to and paid longevity payments and adjustments in accordance with the longevity program adopted by Freeholder Resolution No. 163 in the year 1967 and amendments and supplements thereto; provided, that any person commencing full-time continuous employment subsequent to January 1, 1973, shall not participate in or be entitled to the benefits of the present County longsvity program.

Said longevity payments shall be calculated and paid in accordance with the practices as they existed prior to the effective date of this Agreement.

Section 2. Anything herein stated to the contrary notwithstanding, it is understood and agreed that the Park Commission policy with respect to longevity, while based upon Freeholder Resolution 163, in the year 1967 was applied in an inaccurate manner. Therefore, any employees covered thereby who as of January 1, 1978 receive more longevity pay than County policy would allow shall continue to receive said longevity pay without reduction, provided however, no additional longevity pay shall be credited to said employees until such time as the County policy would permit any increase when applied consistent with other County employees. Any employees covered by the terms of this Agreement who receive the same or less longevity pay as of January 1, 1978, as applied by County policy shall receive additional longevity pay when due in accordance with County policy.

## ARTICLE 7

### VACATIONS

#### Section 1.

##### Vacation Eligibility:

(a) During the first calendar year of employment, employees shall earn one (1) vacation day for each month of

service during the calendar year following the date of employment.

(b) Employss with one to eight years of service shall bs entitled to twslvs (12) working days vacation each ysar.

(c) Employees with eight completed years to ten ysars of services will bs entitled to thirteen (13) working days vacation each year.

(d) Employss with ten completed years to fifteen ysars of service will be entitled to sixtsen (16) working days vacation each year.

(e) Employees with fifteen completed ysars to twsnty years of service will be entitled to eighteen (18) working days vacation each year.

(f) Employees with twenty completed years to twsnty-fivs ysars of ssrvics will be entitled to twenty (20) working days vacation sach ysar.

(g) Employss with twsnty-five or mors completed years of service will be entitled to twenty-fivs (25) working days vacation each ysar.

Section 2. Part-time employees shall rscsive vacation credit allowance on a prorated basis in accordance with Section 1 above.

Section 3. Vacation selection and scheduling shall be based upon the practice whereby at least ons (1) employee

per platoon, unit or bureau per week is scheduled to take vacation. Selection is based upon departmental seniority consistent with the operational needs of the Department.

Section 4. An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in a calendar year in which the separation becomes effective, in addition to any unused vacation due for the previous year.

Section 5. An employee who is retiring on pension based on length of service, shall be entitled to the full vacation for the calendar year in which he retires.

Section 6. Whenever an employee dies having to his credit any annual vacation leave, there shall be calculated and paid to his estate, a sum of money equal to the compensation figured on his salary rate at the time of his death.

Section 7. If a holiday occurs during the vacation or sick leave, it is not counted as a day of vacation or sick leave.

Section 8. Employees serving on a leave of absence without pay do not accrue vacation benefits.

Section 9. If an employee leaves the County's employ for any reason, except as set forth in Section 5 of this Article, before the end of the calendar year after having taken a vacation allowance for the year, he will be charged with the unearned part of his vacation. This now will be deducted from his final pay check.

Section 10. Vacations must be taken during the current calendar year unless the Supervisor determines that it cannot be taken because of pressure of work, in which case, unused vacations may be carried forward into the next succeeding year only.

## ARTICLE 8

### HOURS OF WORK

#### Section 1.

The work schedule for the Patrol Division shall consist of four (4) consecutive days of eight and one-half (8 1/2) hours of work per day followed by two (2) consecutive days off as scheduled by the Director, Chief of Police or their designee. Employees covered by this Agreement who work in specialized units shall have a work schedule which shall consist of five (5) consecutive days of eight and one-half (8 1/2) hours of work per day followed by two (2) consecutive days off followed by another tour of five (5) consecutive days on and two (2) days off followed by four (4) consecutive days on and three (3) days off as scheduled by the Director, Chief of Police or their designee. A work day shall consist of eight and one-half (8 1/2) hours of work which are to be continuous.

Employees shall be entitled to a paid lunch period, as scheduled by the Director, Chief of Police or their designee which lunch period shall not exceed a twenty (20) minute period during the employee's eight and one-half (8 1/2) hour shift.

Employee are subject to call during their lunch period. All employees covered by this Agreement are subject to scheduling on a rotating basis as such schedules are established by the Director, Chief of Police or their designee.

The parties acknowledge that certain situations may occur which require temporary adjustments in the designated work schedule, and the parties agree that the Director, Chief of Police or their designee shall have the right to make such adjustments with notice to the Union but without the necessity of negotiating such temporary changes before implementation. Examples of such temporary situations which are presently foreseen include the assignment of an officer to a Police School which is conducted Monday to Friday, or the temporary assignment of an officer to another Agency such as the Narcotic Strike Force. In such situations, an officer's schedule may be adjusted as required, including readjustment to a five (5) day on and two (2) day off workweek with an eight (8) or eight and one-half (8 1/2) hour workday. The foregoing are examples only and are not intended to be all inclusive of the types of temporary situations which may occur under the work schedule.

Section 2. - Employees shall be entitled to two (2) or three (3) consecutive days off as the case may be in accordance with the work schedule, provided however, if the Director or Chief of Police or their designee determines, any employee may be required to work on such day off.

Section 3. - Employees shall be required to work such overtime as may be scheduled by the Director and/or his designee. Any employee who is scheduled to work and who actually does work in excess of his or her regularly scheduled work cycle shall receive additional compensation for each hour worked at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate.

Section 4. For purposes of this Article, "straight time hourly rate" shall be defined as the hourly rate of pay as calculated by dividing the employee's annual salary, exclusive of any longevity or other compensation, by 2,080 hours.

Section 5. An employee shall not be entitled to receive overtime compensation unless such overtime has been scheduled and authorized by the Director or the Chief of Police or their designee prior to such overtime being worked.

Section 6. Except as otherwise provided in Section 2, hours worked shall include desk duty, extra patrols, recreational activities, in-service training, Union County Tactical Force, Narcotics' Strike Force, mutual defense, court or administrative appearance and such other work as may be assigned by the Director or the Chief of Police or their designee. Hours spent in basic training shall not be counted as hours worked unless the probationary patrolman is also scheduled to work active duty in the County Police Force while also attending basic training. In such case, time spent in actual attendance at basic training shall be counted as hours



worked. Employees shall maintain accurate records of their hours worked. Where employees are scheduled to appear in court or other administrative proceedings, they shall be required to have the Court Clerk, prosecuting attorney, or other appropriate court or administrative personnel acknowledge the time wherein the employee arrived and left the Court or administrative proceeding. If an officer gives the County forty-eight (48) hours' notice, the County can schedule the Court appearance as a regular part of the officer's workday and not have the officer work the two (2) shifts surrounding the Court appearance.

Section 7.

(a) If an employee shall be recalled for work at any time outside of his regular working hours or any day when he would normally be off duty, he shall receive at least four (4) hours' pay at the applicable rate. An employee shall not be entitled to receive call-in compensation unless authorized by the Chief or the Director of Public Safety or such other person as the Director and/or the Chief may designate.

(b) The call-in of employees from off duty for the purpose of measurement of uniforms, disciplinary proceedings, or firearms qualification, shall not constitute compensable time or call-in time, however, the Employer agrees that it will make every effort to schedule these activities during regular working shift hours.

Section 8. For the purposea of this Article, the following pay absences shall be conaidered as time worked for the purpose of computing overtime; holidaya, vacations, personal days and sick leave.

Section 9. Tha Director of Public Safety and/or the Chief of Police, or their designee, shall have the sole and axclusive right to assign employees to patrol, whether in a vehicle, on foot or otherwiaa, aa may be assigned or scheduled by the Director, the Chief and/or their deaignea.

Section 10. Employeea within the aama claasification shall be parmittad to switch an entire tour of duty or days off with any other employee within the same classification upon advance notice subject to the written approval of the Director of Public Safety and/or Chief of Police, or their designee. For the purposes of this proviaion, patrolmen shall all be deemed to constitute the same clasaification.

## ARTICLE 9

### SICK LEAVE

Section 1. Sick leave may be used by employees who are unable to work because of: 1) personal illnass or injury; 2) expoasure to contagious disease; 3) care, for a reasonable period of time, of a seriously ill member of tha employee's immediate family (defined herein as spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, aister, father-in-law,

mother-in-law and other relatives residing in the employee's household); 4) death in the employee's immediate family for a reasonable period of time. Up to five (5) days may be permitted when such absence is caused by the death and attendance at the funeral of a spouse or child and up to three (3) days will be permitted during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of any other member of the employee's immediate family as defined. Sick leave may also be used by a handicapped employee for absences related to the acquisition or use of an aid for the handicapped when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the Employer.

Section 2. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly. Failure to notify the supervisor may be cause for disciplinary action. Absences without notice for five (5) consecutive days shall constitute a resignation.

Section 3. Sick leave is earned in the following manner:

(a) New employee shall only receive one (1) working day for the initial month of employment if they begin on the first (1st) through eighth (8th) day of the calendar month, and one-half (1/2) working day if they begin on the ninth (9th) through twenty-third (23rd) day of the month.

(b) After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service. Theraaftar, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with fifteen (15) working days.

(c) Part-time employaas shall be entitled to a proportionate amount of paid sick leave.

(d) Paid sick daya shall not accrue during a leave of absence without pay or suspension.

(e) Sick leave credits shall not accrue after an employee haa resigned or retired although hia/her nama ia baing retained on the payroll until axhauation of vacation or other compensatory leave.

(g) Unused aick leave shall accumulate from year to yaar without limit.

Section 4. Any employee who is absent on sick leave for five (5) or more consecutive working days shall be required to submit a physician's certificate as evidence substantiating the illnesa. The Employer may require an employea who has been absent bacausa of personal illnaaa, aa a condition of his return to work to be axamined by a physician at the expense of tha Employer. In addition, the Employer in its discretion may require proof of illness of an employee on sick leave whenever such proof is reasonable.

Section 5. An employee who has been absent on sick leave for a period totaling fifteen (15) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature causing recurring absences of one (1) day or less in which event only one (1) medical certificate shall be required for every six (6) months. The medical certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

Section 6. Effective January 1, 1987, the County agrees to introduce a program of payment for unused sick leave upon retirement in accordance with the following requirements:

(a) Eligibility for payment under this program requires that an employee must retire with at least twenty-five (25) years of service solely with the County of Union, and must be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon the effective date of retirement.

Effective January 1, 1991, the age requirement shall be eliminated.

(b) Employees who are eligible for this benefit shall be compensated at one-half (1/2) the employee's daily rate of pay for each day of earned and unused sick leave to a maximum of \$7,000.00.

Effective January 1, 1991, the maximum shall be increased to \$10,000.00.

(c) The rules and regulations applicable to eligibility for this benefit are as follows:

1. EFFECT ON OTHER RETIREMENT BENEFITS:

The lump sum supplemental compensation provided herein for accumulated sick days shall in no way effect, increase or decrease any pension or retirement benefits to such retired employee under any other statute.

2. LIMITATIONS:

(a) no employee who elects a deferred retirement benefit shall be eligible.

(b) an individual may defer his request for lump sum payment but it must be submitted within one year of the effective date of any retirement.

3. ELIGIBILITY:

An employee must retire with at least twenty-five (25) years of service solely with the Employer and must be at least age 55, and must have at least one hundred (100) accumulated sick days to his or her credit upon effective date of retirement to be eligible for this benefit.

Effective January 1, 1991, the age requirement shall be eliminated.

4. DEATH OF AN EMPLOYEE:

In the event of an employee's death within one year after the effective date of retirement but before payment of the lump sum is made, the payment of the lump sum shall be made to the employee's estate. It should be noted that retirement is contingent upon the employee surviving thirty days after the effective date of retirement.

5. DISABILITY RETIREMENT:

County employees who retire as a result of an accidental or ordinary disability retirement, and who meet all of their applicable regulations will be considered eligible for lump sum sick leave reimbursement upon retirement for unused sick leave. If such employees receive lump sum payment and subsequently re-enter County employment, they will not be eligible to have their unused sick leave reinstated to their records. Employees re-entering County service subsequent to an accidental or ordinary disability retirement will begin earning sick leave in a manner similar to a newly hired employee.

6. RETURN TO SERVICE AFTER RETIREMENT:

Any employee who has or shall retire on age and eervice and who eubsequently re-enters County employment will be considered to have incurred a break in service.

7. LEAVE WITHOUT PAY:

In determining an individual's eligibility, leave without pay shall not be counted towarde the requirement of twenty-five years' eervice with the County. Prior service with other governmental entities shall also not be counted toward the requirement of twenty-five years' service with the County.

8. COMPUTATION:

a) Sick leave credit shall be computed from the date of employment; or if a break in service has occurred, only from the date of return to employment following the break in service except that an employee who hae or shall incur a break in eervice ae a reeult of eeparation due to lay-off shall be credited with sick leave accrued before separation and after return to employment.



- b) The amount shall be computed at the rate of one-half (1/2) the employees daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of the employee's active employment prior to the effective date of retirement. Overtime, shift differential, stipends or other supplemental pay shall not be included in computation.
- c) In no event shall payment for unused accumulated sick leave exceed \$7,000.00. Effective January 1, 1991, the maximum payment shall be increased to \$10,000.00.
- d) In computing the total amount of unused accumulated sick leave pay due, periods of leave of absence without pay shall be excluded in the computation.
- e) The lump sum supplemental compensation payment shall be made within sixty days after the date of retirement, if possible.
- f) A retiree must be officially off the County's payroll at the time of payment.

9. GENERAL PROCEDURES:

- a) An employee who is about to retire should follow the regular procedures concerning retirement. When the employee receives a copy of the official notice of retirement approval issued by the approved pension board or authority, the employee may file a request with the County Personnel Office requesting the supplemental lump sum payment. Those employees who qualify and retire during calendar year 1987 and thereafter, will receive their supplemental payment sixty (60) days thereafter retirement, if elected by the employee.

10. EMPLOYEES NOT IN THE CLASSIFIED SERVICE:

- a) The eligibility of an employee will be determined by such class title held at any time during employee's employment with the County of Union. Eligibility of class title will not be approved unless the following standards and guidelines have been adhered to:
  - 1) Sick leave days were earned by all employees within that class title on the basis of one working day per month

during the remainder of the first calendar year of employment after initial appointment and 15 working days per calendar year thereafter.

- 2) Proof of need of sick leave usage was required when sick leave exceeded at least five consecutive days or a total of 10 days within one calendar year.
- 3) Sick leave was not advanced against anticipated sick leave to be earned in the next or future calendar years.
- 4) Sick leave or some other earned leave was charged for all compensable days when the employee was not working.
- 5) All sick leave was reportable and reported accordingly.
- 6) The timekeeping procedure required certification of the accuracy of the employees pay time.
- 7) Sick leave records for each employee were maintained from the original date of appointment at one or more central points under the jurisdiction of the appointing authority with proper security and verification for use and accrual.

- 8) All records are available for inspection.
- 9) Where other types of leave with pay or holidays or days off with pay were granted which were in excess of leave provided to classified employees, a detailed explanation of the character and extent of such practices shall be provided.

#### ARTICLE 10

##### NO STRIKE OR LOCKOUTS

Section 1. Participation by any employee covered by the terms of this Agreement in a strike, or a refusal to perform duties because of a contract dispute shall be just cause for disciplinary action.

Section 2. No lockout of employees shall be instituted by the Director of Police and/or the Chief of Police, the County Manager or their designated representatives and their administrative staff during the term of this Agreement. The P.B.A. agrees that during the term of this Agreement, neither it, nor its officers, employees or members, will engage in, encourage, sanction, support or suggest any strikes, work stoppages, slowdowns, mass resignations, mass absenteeism, or any such similar actions which would involve suspension of, or interference with the normal work related activities carried on by the Director of Police and/or the Chief of Police or their designated representative.

## ARTICLE 11

### GRIEVANCE PROCEDURE

Section 1. A grievance is hereby jointly defined to be any complaint arising under this Agreement between the Employer and any employee represented by the Union with respect to wages, hours of work or other conditions of employment. Should any grievance as defined arise between an employee and the Employer, as to the meaning, application or operation of any provision of this Agreement, the following procedure shall be followed:

Step 1. An employee with a grievance shall first discuss it with his immediate supervisor either directly or with the P.B.A.'s designated representative for the purpose of resolving the matter informally.

A grievance must be presented at Step 1 within eight (8) working days from the date of occurrence of the facts which give rise to the grievance or within eight (8) days from the date when the facts should reasonably have been known to the grievant or the P.B.A. If it is not presented within the aforementioned time period, it shall be deemed waived and shall not thereafter be considered a grievance under this Agreement.

Step 2. If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 1, or if no decision has been rendered within three (3) working days after the presentation of that grievance at Step 1, he or she may

file a grievance in writing with the Chief of Police or his designated representative. The hearing on the grievance shall be held between the Chief of Police or his designated representative and the aggrieved party and the P.B.A.'s designated representative, not later than ten (10) working days from the date of the filing of the grievance in writing with the Chief of Police or his designee. The Chief of Police, or his designated representative, will render a final decision in writing within five (5) working days after the hearing is completed.

Step 3. If the aggrieved party is not satisfied with the disposition of his or her grievance at Step 2, or if no decision has been rendered within five (5) working days after the presentation of that grievance at Step 2, he or she may file a grievance in writing with the Director of Public Safety or his designated representative. The hearing on the grievance shall be held between the Director of Public Safety or his designated representative and the aggrieved party and the P.B.A.'s designated representative, not later than ten (10) working days from the date of the filing of the grievance in writing with the Director of Public Safety or his designee. The Director of Public Safety, or his designated representative, will render a final decision in writing within (5) working days after the hearing is completed.

Step 4. If the aggrieved party is not satisfied with the disposition of his grievance at Step 3, or if no decision has been rendered within five (5) working days after the presentation of the grievance at Step 3, he may file the grievance and all supporting papers with the County Manager or his designee for review. The grievance must be presented no later than ten (10) working days from the date of the filing of the grievance in writing with the Director of Public Safety or his designated representative.

The parties may agree to escalate a grievance through the Step progression to the lowest Step level at which relief sought by the grievance may be granted.

Step 5. Arbitration

(a) If a satisfactory settlement is not reached at Step 4, and the P.B.A decides to pursue the matter to arbitration, it may do so by making a written request to the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey, within ten (10) working days after receipt of the Step 4 answer. A copy of the request for arbitration shall be sent to the Chief of Police, Director of the Department of Personnel for the County of Union and the County Manager, attaching copies of any statements or exhibits filed therein. The parties shall follow the prevailing rules established by the State Board of Mediation for binding arbitration.

(b) The fee and expenses of arbitration shall be borne equally by the parties; however, if any of the parties cancels an arbitration hearing or withdraws from the arbitration proceedings, that party shall bear the cost of the cancellation or withdrawal.

(c) It is understood and agreed that if either party uses the services of any attorney, the expenses incurred will be borne by the party requesting such services.

(d) Expenses of witnesses for either side shall be borne by the party producing such witnesses.

(e) The total cost of any stenographic record which may be made and transcripts thereof shall be paid for by the party ordering same.

(f) In the event of arbitration, the arbitrator shall have no power or authority to add to or subtract from or modify in any way the terms of this Agreement.

(g) No one arbitrator shall have more than one (1) grievance submitted to him, and under consideration by him, at any one time unless the parties otherwise agree in writing. A grievance shall be deemed under consideration by an arbitrator until he has rendered his written decision.

(h) The arbitrator will be required to issue his written decision within thirty (30) calendar days from the date of the closing of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact and



conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties.

Section 2. The time limits specified in the grievance procedure shall be construed as maximum. However, the time limits may be extended upon written mutual agreement between the parties.

Section 3. Any employee may be represented at all stages of the grievance procedure by himself, or at his option by a representative of the P.B.A. When an employee is not represented by the Union, the Union shall have the right to be present and state its views at all stages of the grievance procedure.

## ARTICLE 12

### HOLIDAYS

Section 1. The Employer has designated the following days as holidays for the year 1990.

New Year's Day	- Monday, January 1, 1990
Martin Luther King's Birthday	- Monday, January 15, 1990
Lincoln's Birthday	- Friday, February 12, 1990
Washington's Birthday	- Monday, February 17, 1990
Good Friday	- Friday, April 13, 1990
Memorial Day	- Monday, May 28, 1990
Independence Day	- Wednesday, July 4, 1990
Labor Day	- Monday, September 3, 1990
Columbus Day	- Monday, October 8, 1990
General Election Day	- Tuesday, November 6, 1990
Veteran's Day	- Sunday, November 11, 1990
Thanksgiving Day	- Thursday, November 22, 1990
Day After Thanksgiving	- Friday, November 23, 1990
Christmas Day	- Tuesday, December 25, 1990

Section 2. The Employer has Designated the following days as holidays for the year 1991.

New Years Day	- Monday, January 2, 1991
Martin Luther King's Birthday	- Monday, January 21, 1991
Lincoln's Birthday	- Monday, February 11, 1991
Washington's Birthday	- Monday, February 18, 1991
Good Friday	- Friday, March 29, 1991
Memorial Day	- Monday, May 27, 1991
Independence Day	- Thursday, July 4, 1991
Labor Day	- Monday, September 2, 1991
Columbus Day	- Monday, October 14, 1991
General Election Day	- Tuesday, November 5, 1991
Veteran's Day	- Monday, November 11, 1991
Thanksgiving Day	- Thursday, November 28, 1991
Day After Thanksgiving	- Friday, November 29, 1991
Christmas Day	- Wednesday, December 25, 1991

Section 3. The Employer has designated the following days as holidays for the year 1992:

New Year's Day	- Wednesday, January 1, 1992
Martin Luther King's Birthday	- Monday, January 20, 1992
Lincoln's Birthday	- Wednesday, February 12, 1992
Washington's Birthday	- Monday, February 17, 1992
Good Friday	- Friday, April 17, 1992
Memorial Day	- Monday, May 25, 1992
Independence Day	- Saturday, July 4, 1992 (Celebrated Friday, July 3, 1992)
Labor Day	- Monday, September 7, 1992
Columbus Day	- Monday, October 12, 1992
General Election Day	- Tuesday, November 3, 1992
Veteran's Day	- Wednesday, November 11, 1992
Thanksgiving Day	- Thursday, November 26, 1992
Day After Thanksgiving	- Friday, November 27, 1992
Christmas Day	- Friday, December 25, 1992

Section 4. All employees shall be entitled either to a day off with pay on the date set forth above for such holiday, or shall, at the option of the Director of Public

Safety, or his designee, be scheduled to work on a scheduled holiday and receive another designated day off with pay as scheduled by the Director of Public Safety, or his designee. Employees shall be permitted to carry over unused holidays into the succeeding year. Such time shall only be given upon the request of an employee, however, such requests are subject to departmental approval.

Section 5. A holiday falling during an employee's vacation shall be treated as a holiday and not charged against the employee's vacation time.

All employees, at their discretion, shall be entitled to the holidays referenced herein to be paid either in cash or in time off, subject to the following provisions. The employee shall notify the Employer prior to December 1 of the year preceding the year in which the holidays will be taken as to how many holidays the employee wishes to be paid in cash and in time. The schedule of holidays to be worked will thereafter be solely determined by the Employer. If an employee elects to receive holidays paid in cash, he or she must take that option in a block of five (5) days, and may only receive five (5) days' pay for holidays in any one year. All other holidays shall be taken in time off subject to the provisions of Section 4 of this Article. In the event an employee elects to receive all holidays in time off such shall be provided in accordance with Section 4 of this Article. Payout to be in first pay period in December of year in which holidays fall.

Subject to the foregoing provisions of this Section, Patrolmen Detectives shall have the option to work holidays and may be required to work such holidays in uniform at the sole discretion of the Chief of Police or his designee.

### ARTICLE 13

#### PERSONAL BUSINESS AND RELIGIOUS LEAVE

Section 1. Employees who are employed less than one (1) year may be granted up to three (3) days off for personal business or hereinafter defined or for religious reasons in accordance with the schedule hereinafter set forth; employees who have been employed for more than one (1) year may be granted up to three (3) days per year without reference to any schedule. Employees must make application for such personal business or religious leave stating the reason for the requested leave as far in advance as possible. The request by the employee shall be directed to the Chief of Police. The leave may only be taken if the Chief of Police approves and grants said leave, and if for business reasons, the applicant must demonstrate that the business purpose could not be scheduled after working hours. The following schedule shall only apply to employees with less than one (1) year of employment:

- (a) One (1) day after four (4) months of employment.
- (b) One (1) additional day after eight (8) months of employment.
- (c) The third (3rd) day may be granted between the tenth (10th) and twelfth (12th) months of employment.

Section 2. No personal leave shall be applied for, approved or granted immediately before or after any vacation period, holiday period or weekend, except under extraordinary circumstances.

Section 3. Leave days, as provided herein, must be used in a one (1) year period and shall not be accumulative from year to year.

#### ARTICLE 14

##### JURY DUTY

Section 1. If a bargaining unit employee is summoned for jury duty he shall promptly notify the Director of Public Safety or the Chief of Police and supply whomever he notifies with a copy of the Subpoena or other notice. The employee shall cooperate with the Director of Public Safety or the Chief of Police in obtaining an exemption from jury services.

## ARTICLE 15

### DEATH IN FAMILY

Section 1. Wages up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at funeral of spouse or child, and up to three (3) days will be paid during the absence from duty of employees when such absences are caused by the death and attendance at funeral of mother, father, sister, brother, grandparents, mother-in-law, father-in-law, or other relative residing at employee's household.

## ARTICLE 16

### SAVINGS CLAUSE

Section 1. In the event that any federal or state legislation, governmental regulation or court decision shall cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect. The parties shall immediately meet to negotiate concerning the Article or Section declared invalid.

## ARTICLE 17

### BULLETIN BOARD AND UNION REPRESENTATIVE

Section 1. The Director of Public Safety or his designee shall provide space on existing Bulletin Boards for use of the Union in posting notices restricted to the following types:

- (a) Notices of recreational and social affairs;
- (b) Notices of election, appointments and results of elections;
- (c) Notices of Union meetings;
- (d) Other notices concerning Union affairs which are not political or controversial in nature.

Copies of all such notices, before they are posted, shall be submitted to the Director of Public Safety or his designee for approval, which approval shall not be unreasonably withheld.

Section 2. One state delegate and two alternate delegates shall be granted a maximum of four (4) days off without loss of pay to attend the annual State P.B.A. Convention.

Section 3. The Delegate to the State P.B.A. shall be permitted time off from his regular tour of duty with no loss of pay or other benefits, in accordance with State Statute, to attend all meetings. Provision of this Article shall not be met by altering or changing the Delegate's schedule in order to enable him to attend during off duty hours. The Delegate shall, whenever possible, provide the Chief or his designee with two (2) weeks' advance notice of the next scheduled meeting.

Section 4. Subject to the approval of the Director of Public Safety, or his designee, the President of the P.B.A. and not more than one (1) state delegate shall be permitted to attend the funeral of any police officer in the state of New Jersey who is killed in the line of duty. In the event such a funeral is held during the officer's scheduled tour of duty neither the President of the P.B.A. and/or the state delegate attending such funeral shall sustain any loss of pay for such attendance. If a marked Union County Police vehicle is available for use, the Director or his designee may permit the President and/or delegate to utilize the same to attend such a funeral.

Section 5. The President of the P.B.A. shall be permitted time off with no loss of salary or other benefits in order to preside over a P.B.A. meeting. He shall also be provided time off from duty with no loss of salary to represent a member of the bargaining unit or be present at a meeting in accordance with other terms of this Agreement, including but not limited to grievance hearings, arbitrations, PERC and court proceedings and negotiation sessions.



ARTICLE 18

ON THE JOB INJURY

Section 1. If an employee is injured or becomes ill arising out of and during the course of his employment, the following procedure shall be applicable:

(a) The employee shall notify the Supervisor and the Personnel Office of the work related injury or illness.

(b) If the County Workmen's Compensation Insurance carrier does not dispute the causal relationship between the employment and the injury or illness, the employee shall receive his full pay for up to the first one hundred eighty (180) calendar days if there was an injury which has been deliberately inflicted on the employee by any person or persons arising out of the employee's employment or for up to the first ninety (90) calendar days if the injury or illness arises out of the employee's employment when said injury is not one that has been inflicted by a third party. In either case, no charge shall be made to the employee's sick leave accumulation provided, however, it is understood and agreed that when an employee receives a compensation check for temporary disability benefits, he or she shall turn over to the County any checks received from the County's Workmen's Compensation Insurance carrier.

(c) After the first one hundred eighty (180) or ninety (90) calendar days from the date of the injury, or illness, or hereinabove defined, the employee shall have the option to retain his temporary disability Workmen's Compensation check and not receive any additional monies from the County and not have any charge made to his sick leave accumulation, or if the employee wishes to receive full pay and charge his sick leave accumulation, he shall be permitted to do the same provided he turns over to the County any temporary disability check or checks received from the County Workmen's Compensation Insurance carrier.

(d) Failure to turn over temporary disability check or checks shall cause the employee's sick leave to be charged and shall further result in the County taking such disciplinary action as it deems appropriate to recover said monies.

(e) If any employee is absent from work for seven (7) days or less, arising out of an injury or illness, attributable to his employment so that the said employee is not entitled to receive temporary disability benefits, the said employee shall not have any charge made against his sick leave accumulation so long as the employee substantially proves that his illness or injury arose out of his employment.

## ARTICLE 19

### UNIFORMS

Section 1. The Union County Police Department shall provide probationary patrolmen with at least one (1) cadet uniform as approved by the Union County Police Department. Upon successful completion of Basic Training School, the probationary patrolmen shall be provided with at least one (1) complete uniform and appropriate equipment as approved by the Union County Police Department. Uniforms shall be replaced as the Union County Police Department deems necessary. Employees shall launder and maintain such uniform in a neat and presentable appearance. Employees shall be entitled to the following uniform allowance:

1990 - Three Hundred Twenty-Five (\$325.00) Dollars

1991 - Three Hundred Fifty (\$350.00) Dollars

1992 - Three Hundred Seventy-Five (\$375.00) Dollars

Section 2. In addition to the aforesaid clothing allowance, Patrolman Detectives shall receive an additional uniform allowance of Two Hundred Twenty-Five (\$225.00) Dollars per year for the purchase and maintenance of appropriate clothing as designated by the Director of Public Safety or his designated representative. If an employee works less than a full year he shall only receive a proportionate share of the annual clothing allowance at a monthly prorated rate for the number of months the employee worked.

Section 3. Payment for clothing allowance provided for herein, shall only be made upon submission to the Director of Public Safety or his designee of receipts and vouchers. Reimbursement for laundry and maintenance allowance shall only be made for vouchers and receipts submitted by commercial laundries or cleaners and shall not be made upon receipts for cleaning or laundry performed in the homes of the employees.

Section 4. The Union County Police Department shall reimburse an employee for the reasonable cost of repair and replacement of prescriptive eyeglasses, watches, or shoes which are broken or damaged during the normal performance of the employee's duties and where the repair or replacement of such items are not otherwise covered by warranty. The maximum liability of the Union County Police Department under this provision shall be Twenty-five (\$25.00) Dollars per item per employee per incident. An employee claiming reimbursement under this clause shall present the item which needs repair or replacement to the Union County Police Department for examination and shall submit proof that the item was damaged or destroyed during the normal performance of the employee's duty in form satisfactory to the Union County Police Department. Upon repair or replacement of the item broken or damaged, the employee shall submit proof of payment and the Union County Police Department shall reimburse the employee for the reasonable cost thereof as provided herein.

## ARTICLE 20

### SHIFT DIFFERENTIAL

Section 1. Those employees who are assigned to work the third shift shall be paid a weekly shift differential as follows:

1990 - Two Dollars and Ninety-Seven Cents (\$2.97) per day.

1991 - Three Dollars and Sixteen Cents (\$3.16) per day.

1992 - Three Dollars and Thirty-Seven Cents (\$3.37) per day.

Section 2. Those employees who are assigned to work the first shift shall be paid the following shift differential as follows:

1990 - Two Dollars and Fifty Four Cents (\$2.54) per day.

1991 - Two Dollars and Seventy One Cents (\$2.71) per day.

1992 - Two Dollars and Eighty-Nine Cents (\$2.89) per day.

Section 3. The above shift differentials will only be paid if an employee works the entire shift for which the premium is due.

## ARTICLE 21

### INSURANCE

#### Section 1.

##### DRUG PRESCRIPTION PLAN:

During the term of this Agreement, the County shall continue to maintain a Drug Prescription Plan for employees covered hereunder and their immediate family as defined by the Plan. The County shall pay the premium costs to a cap of Eighty-five (\$85.00) Dollars per year per employee, and the Plan shall have a maximum co-payment charge or deductible cost to each employee of not more than Two (\$2.00) Dollars per prescription.

#### Section 2.

##### DENTAL PLAN:

During the term of this Agreement, the County shall include the employees covered hereunder in the existing Dental Plan which provides employee only coverage. The effective date of this coverage shall be January 1, 1988.

Effective January 1, 1991, bargaining unit employees and their eligible dependants shall be covered by the Delta Dental Plan of New Jersey, Inc. which is currently in force and effect for the County Correctional Officers (Group No. 1296).

The premium for such coverage will be paid by the Employer by deducting the premium costs from the employee's 1991 base salary. It is understood that the amount deducted

shall reduce the 1991 base salary to the new level and that all subsequent wage increases shall be calculated off the new 1991 base rate.

If there are any increases in the premium for the aforesaid Dental Plan in the year 1992, using 1991 as a base year, the increases in premium shall be paid for by each employee covered by the Dental Plan and the said increase will be deducted from each employee's pay by dividing the amount of premium increase over the pay periods remaining after the premium increase is determined and deducting a pro rata share out of each of the remaining pay periods until the increased premium is paid and satisfied.

Section 3. During the term of this Agreement, the County agrees to implement a program of subsidization of health insurance cost for retirees who were represented by the Union under the terms of the labor contract with the County at the time of retirement. The conditions and requirements for retirees to receive the benefit of this subsidization program are set forth on Exhibit A which is attached hereto and made part hereof.

Section 4. The Employer reserves the right to change or modify existing health benefits, disability benefits, dental benefits or drug prescription benefits or to change insurance carriers provided that the coverage is substantially similar to the coverage then in effect. Employer will give at least thirty (30) days prior notice to the Union of its intention to change any such coverage before implementation.

## ARTICLE 22

### EMPLOYMENT RIGHTS

Section 1. No employee shall be disciplined, reprimanded, deprived of any employee advantage or discharged without just cause.

Section 2. Each employee shall have the right to review their personnel file upon advance request. The employee shall have the right to have a representative present during such review. Only one (1) official file, which contains any and all pertinent documents shall be maintained on each employee.

Section 3. Nothing shall be placed in an employee's personnel file without the employee having first been given a copy of that document to be placed therein.

## ARTICLE 23

### MISCELLANEOUS

Bomb Squad Allowance. Effective January 1, 1991, an annual allowance for service on the Bomb Squad shall be established and paid in the amount of Three Hundred (\$300.00) Dollars annually. Payment to be made by December 1 of each each year.



ARTICLE 24

DURATION

This Agreement shall, where appropriate, be in effect from January 1, 1990 through December 31, 1992.

If either party desires to change this Agreement, it shall notify the other party, in writing, at least sixty (60) days before the expiration date of this Agreement. If either of the parties gives notice of its desire to change the Agreement this shall permit the other party to propose changes, amendments and/or deletions irrespective of whether or not the party gave notice of termination.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their corporate seal to be hereto affixed, this 16<sup>th</sup> day of July, 1991.

WITNESSETH:

Harold L. Linder

THE COUNTY OF UNION

By: Ann Baran  
Ann Baran, County Manager

ATTEST:

Charles W. Castillo  
CHARLES W. CASTILLO  
1145G

P.B.A. LOCAL NO. 73

By: Ronald L. Esposito  
~~Richard Dusek~~, President  
RONALD L. ESPOSITO

EXHIBIT A

HEALTH INSURANCE BENEFITS  
FOR RETIREES

Effective January 1, 1987, there shall be a hospitalization insurance subsidy plan for employees, covered by the recognition clause of the collective bargaining agreement, subject to the following terms and conditions:

1. Eligibility: Employees must have been actively employed for the County of Union on or after January 1, 1987; and must retire on either a disability pension or after having reached the age of 55 years and having 25 years or more of service with the County, or retire and reach the age of 62 years or older with at least 15 years of service where the retirement has been shown to the satisfaction of the Employer to have been necessitated by medical illness or disability of the employee. Employees who otherwise qualify for coverage but who retire before age 55, shall be entitled to receive coverage under this plan upon reaching age 55. This benefit will only be provided to those retirees meeting the eligibility requirements who do not have hospitalization insurance coverage from another source, and eligible retirees shall cooperate in good faith with the County to verify that no other source of insurance coverage is provided for them.

2. Description: This benefit shall be applied to the Hospital Insurance Plan which is provided to members of the bargaining unit. The County reserves the right to change or modify plans at any time so long as the modified plan provides substantially similar coverage to that in effect for members of the bargaining unit.

3. Subsidy: Upon implementation of this benefit, the County shall be obliged to subsidize the cost of health insurance premiums for qualifying retirees, as follows:

<u>Category</u>	<u>County's Subsidy</u>
Single, Under 65	\$57.18 per month
Single, Over 65	\$14.39 per month
H/W Under 65	\$85.00 per month
H/W Spouse Over 65	
P/C Employee Under 65	
H/W Over 65	\$28.49 per month
H/W Employee Over 65	
P/C Employee Over 65	
Family Under 65	\$85.00 per month
Family Spouse Over 65	
Family Over 65	\$39.43 per month
Family Employee Over 65	

The remaining costs of the County's Hospital Insurance Plan shall be borne by the retiree.

4. Modification: In the event that the amount of the County's contribution is subsequently reduced or even eliminated, the change in practice shall apply to those persons already retired. Similarly, in the event that the Hospital Insurance Plan is changed or modified in any way, the new plan shall apply to the retiree.